

**NEW YORK INSTITUTE OF TECHNOLOGY  
ARTICULATION AGREEMENT WITH  
WESTERN SUFFOLK BOCES**

This agreement, dated as of November 1, 2023, between New York Institute of Technology, located at Old Westbury and Manhattan campuses, New York (herein “New York Tech”) and Western Suffolk BOCES, located at 17 Westminster Avenue, Dix Hills, New York 11746-6338 will serve as a guiding document for use by students and administrators of both institutions in understanding the academic relationship between the schools as it relates to the articulated programs of study listed below.

- **Admission:** Western Suffolk BOCES students who successfully complete an articulated program and meet all other applicable New York Tech admissions and enrollment criteria as determined solely by New York Tech and who apply to New York Tech will be granted automatic admission into the articulated program with advanced standing. New York Tech will waive the application fee for Western Suffolk BOCES applicants. Applicants should use the fee waiver code, “ADMREP,” while completing their application for admission.
- **Advanced Standing:** Western Suffolk BOCES graduates who successfully complete an articulated program of study with a minimum B/80 average, earn the two-year BOCES Certificate of Completion and enroll at New York Tech will receive advanced standing credit for the courses as noted. Advanced standing courses will be recorded on the New York Tech transcript as prior learning credit, and the usual fee for this type of credit will be waived.

<b>WESTERN SUFFOLK BOCES CTE PROGRAM</b>	<b>ADVANCED STANDING CREDIT</b>	<b>NEW YORK TECH PROGRAMS</b>
<b>Architectural and Interior Design/CAD</b> 2-Year Program	Architecture Elective (3 credits)	Architecture, BARCH Architecture, BSAT Interior Design, BFA
<b>Business and Hospitality Management</b> 2-Year Program	Management Elective (3 credits) General Elective (3 credits)	Business Administration, BS (3 credits) Interdisciplinary Studies, BA, BS, BPS (6 credits)
<b>Certified Personal Trainer</b> 2-Year Program	EXSC 100 Introduction to Kinesiology (3 credits) EXSC 110 Foundations of Physical Activity (3 credits)	Exercise Science, BS Health and Wellness, BS Health Sciences, BS
<b>Medical Assisting</b> 2-Year Program	HSCI 210 Medical Terminology (2 credits)	Exercise Science, BS Health and Wellness, BS Health Sciences, BS
<b>Medical Laboratory</b> 2-Year Program	HSCI 210 Medical Terminology (2 credits)	Exercise Science, BS Health and Wellness, BS Health Sciences, BS
<b>Physical Therapy Aide</b> 2-Year Program	EXSC 100 Introduction to Kinesiology (3 credits) EXSC 110 Foundations of Physical Activity (3 credits)	Exercise Science, BS Health and Wellness, BS Health Sciences, BS
<b>Nurse Assisting &amp; Professional Health Careers</b> 2-Year Program	HSCI 210 Medical Terminology (2 credits)	Exercise Science, BS Health and Wellness, BS Health Sciences, BS

- **Scholarships:** Western Suffolk BOCES graduates who have received their high school diploma and matriculate at New York Tech as full-time students (taking at least 12 credit hours per semester) will be automatically considered for a scholarship. All students wishing to be considered for a scholarship must submit a FAFSA each year. Scholarships are renewable each fall and spring semester, based on funding availability and institutional eligibility criteria (e.g. full-time, satisfactorily complete 12 credits within their program each semester with no incomplete grades) to be eligible for the awards for the upcoming semester. Students must also maintain the minimum cumulative GPA each semester as required by the scholarship.

Western Suffolk BOCES graduates who enroll at New York Tech will be considered for first-year scholarships based on the strength of their applications. Students who apply without SAT/ACT scores are eligible for scholarships. The scholarships range from \$19,500 to \$32,000 per year and are based on GPA, average, and

high school achievement. Students must submit their final, official high school transcript or equivalent. Graduates who enroll at New York Tech may be eligible to receive this scholarship each semester for up to a maximum of four years (or eight semesters) of continuous full-time undergraduate enrollment at New York Tech. While at New York Tech, they must satisfactorily complete 12 credits each semester with no failing or incomplete grades, maintain a cumulative GPA as specified in their acceptance letter and meet satisfactory academic progress (SAP) requirements at all times. New York Tech scholarships are for tuition only, divided equally between fall and spring semesters. They are not applicable to summer session attendance.

- **New York Tech Presence at Western Suffolk BOCES:** Western Suffolk BOCES will host New York Tech representatives on the Western Suffolk BOCES campus at least once during each semester in order for New York Tech to promote its programs and this Principal Agreement.
- **Sharing Information with Western Suffolk BOCES Students:** Western Suffolk BOCES will provide newly admitted students, currently enrolled students and graduating students from its programs with information about this Principal Agreement and will also list New York Tech in any publications and/or websites that refer to articulation agreements.
- **Faculty-to-Faculty Interactions:** Faculty at both Western Suffolk BOCES and New York Tech will be encouraged to meet and exchange information and ideas in order to facilitate a smooth referral application process for students between the institutions.

Western Suffolk BOCES expressly acknowledges and agrees that it will not provide a commission, bonus or other incentive payment based in any part, directly or indirectly on success in securing enrollments or financial aid to any person or entity engaged in any student recruiting or admission activities or in making decisions regarding awarding funds.

New York Tech shall have sole authority to determine the number of persons enrolled in the programs contemplated under this Agreement.

This agreement will be effective as of November 1, 2023 for a period of five years upon signing by both parties and may be revised by mutual agreement of both parties. The agreement will be reviewed on an annual basis by both parties and may include a review of curriculum, equipment and facilities. Change in the curriculum at either of the participating institutions shall be transmitted to the other as the change occurs.

This Principal Agreement is not a legally binding contract and is not enforceable in a court of law or before an arbitral tribunal. In the event of a dispute, the parties agree to establish a process for an amicable resolution.

### **Miscellaneous**

#### **Cancellation**

Either party to this agreement may cancel by formal notification to be received by August 1st in the year preceding the date of cancellation. All students who are enrolled in the program at the time of such notification shall be continued in the program and shall be eligible for acceptance by New York Tech under the terms of the agreement.

#### **Mutual Responsibilities**

Western Suffolk BOCES agrees to:

- (a) Designate a person who will serve as coordinator of this Agreement. The coordinator will:
  - (i) be responsible for promoting the Agreement to prospective and current students by providing information to the Western Suffolk BOCES admissions staff, career planning and placement officers, and all student advisors.
  - (ii) keep students and advisors abreast of current information applicable to the Agreement.
  - (iii) serve as liaison between Western Suffolk BOCES and New York Tech for any and all issues involving the affiliation.
- (b) Confer a high school diploma on all qualified candidates who successfully complete all Western Suffolk BOCES degree requirements.

New York Tech agrees to:

- (a) Designate a person who will serve as coordinator of this Agreement at New York Tech. The coordinator will:
  - (i) serve as a liaison between New York Tech and Western Suffolk BOCES for any and all issues involving the Agreement.
  - (ii) inform appropriate personnel of the existence of the Agreement and encourage them to support it.

(b) Confer the Bachelor's degree on all qualified candidates who successfully complete all of New York Tech's degree requirements.

**Indemnity/Independent Contractors/Assignment**

New York Tech and Western Suffolk BOCES agree to indemnify and hold each other harmless, as well as their trustees, officers, employees, agents, and representatives from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, to the extent that such claims, demands, actions, settlements or judgments are occasioned by the negligence, actions or omissions of New York Tech or Western Suffolk BOCES, their agents, servants, employees or students, and vice versa.

It is understood that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between Western Suffolk BOCES and New York Tech, but is rather an Agreement by and between independent contractors.

This agreement may not be assigned, delegated, or otherwise transferred by each party without the prior written consent of the other party.

**FERPA**

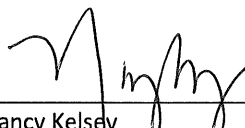
The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than those associated with New York Tech or Western Suffolk BOCES.

**Non-Discrimination**


The parties agree in this program to comply with all the federal, state, local and institutional laws, ordinances and applicable rules, and specifically agree not to unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability, or national origin, and to comply with all applicable anti-discriminatory laws and policies.

**Autonomy**

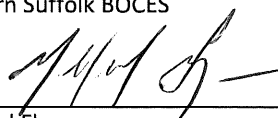
New York Tech shall have sole authority to determine the number of persons enrolled in the programs conducted under the New York Tech banner in connection with this Agreement.

  
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Nancy Kelsey  
Executive Director of CTE  
Western Suffolk BOCES

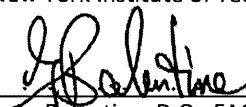
12/19/23  
Date

  
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Gordon Schmidt, Dean  
School of Health Professions  
New York Institute of Technology

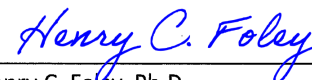
12-15-2023  
Date

  
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Michael Flynn  
Chief Operating Officer  
Western Suffolk BOCES

12/20/23  
Date

  
\_\_\_\_\_  
Jerry Salentine, D.O., FACEP, FACOEP  
Provost and Executive Vice President  
New York Institute of Technology

December 18, 2023  
Date

  
\_\_\_\_\_  
Henry C. Foley, Ph.D.  
President  
New York Institute of Technology

02/27/2024  
Date

Effective: November 1, 2023